

**REQUEST FOR
PROPOSALS**

**WASTE TIRE
STOCKPILE
ABATEMENT
PROGRAM**

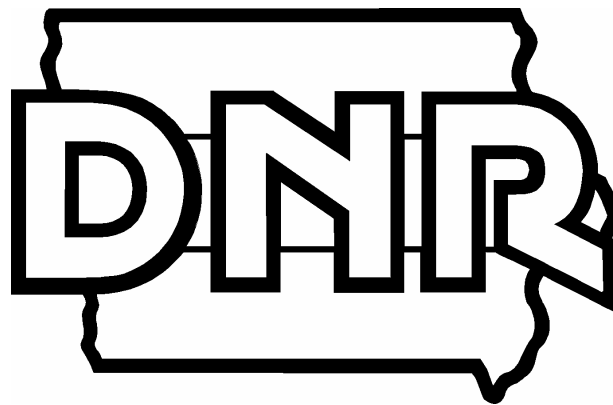
**BEE RITE TIRE
DISPOSAL INC
STOCKPILE –**

**RHODES AND
STATE
CENTER, IOWA**

October 2004

**Energy & Waste Management Bureau
Iowa Department of Natural Resources**

Jeffrey R. Vonk, Director



**Wallace State Office Building
502 E. 9th St.
Des Moines, Iowa 50319
515-281-4367**



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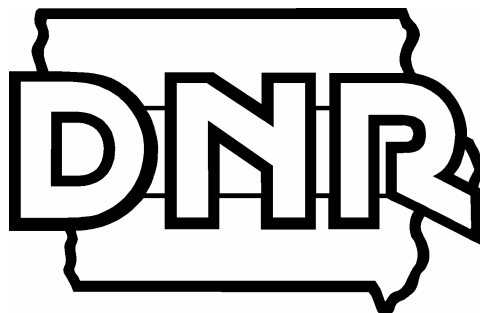
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SECTION 2.00 - INTRODUCTION

The General Assembly passed House File 2549 in 2004, relating to the management of waste tires in Iowa. The legislation appropriates \$1 million each of the next three fiscal years, 2005-2007, for waste tire related programs. The source of funding for these activities is provided through an existing \$5 surcharge applied to the issuance and transfer of motor vehicle titles. A portion of the funds available are to be used by the Iowa Department of Natural Resources (hereinafter referred to as the DNR or Department) to award contracts for projects that will abate waste tires, or will bring waste tire collection sites into compliance.

Administrative rules for this program are contained in Iowa Administrative Code Chapter 567-218, “Waste Tire Stockpile Abatement Program.” Under these administrative rules the DNR is responsible for the disbursement of funds for the abatement of nuisance stockpile locations. Moneys from the waste tire management fund will be allocated on a periodic basis to award contracts to qualified bidders for the abatement of nuisance stockpiles identified by the DNR.

The Energy and Waste Management Bureau (EWMB) of the DNR has developed this Request For Proposal (RFP) booklet to provide qualified bidders with the format for submitting a professional services bid to the DNR for the abatement of the stockpiles identified herein. The RFP also provides the requirements, stipulations, and terms of the contract that the successful bidder will enter into with the DNR for completion of work and services described in this RFP. EWMB shall have the sole responsibility for determining which proposal will receive the contract award through this RFP, in accordance with the application procedures and selection criteria as described in these guidelines. For more information regarding the Waste Tire Stockpile Abatement Program contact Jeff Geerts, Energy and Waste Management Bureau, (515) 281-8176 or jeff.geerts@dnr.state.ia.us.



SECTION 3.0 - NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN:

Sealed proposals will be received by the Iowa Department of Natural Resources, Energy and Waste Management Bureau, at the Wallace State Office Building, 502 E. 9th, Des Moines, Iowa 50319-0034 **until 4:00 p.m., on the 25th day of October, 2004** for the purposes of contracting abatement services for the dismantling and proper recycling of the nuisance waste tire stockpiles identified herein. **Late proposals will not be accepted.** Proposals must be made to the Energy and Waste Management Bureau using the forms provided in this booklet. Photocopies of the application forms are acceptable. Facsimiles of application forms **are not** acceptable. **Bidders must submit one (1) originally signed proposal document, and two (2) copies of the proposal.**

A Proposal Guarantee in an amount of \$5,000 shall be filed with the submitted proposal. The Proposal Guarantee shall be in the form of a Bid Bond, matching the amount of the Proposal Guarantee, properly completed on a form furnished by the Iowa Department of Natural Resources. Other acceptable Proposal Guarantee may be in the form of a certified check, credit union certified share draft, cashier's check or bank draft drawn on a solvent bank or credit union. Certified checks or credit union certified share drafts shall bear an endorsement signed by a responsible official of such bank or credit union as to the amount certified. Cashier's checks or bank drafts shall be made payable to the Iowa Department of Natural Resources.

Failure by the bidder to execute a contract and file an acceptable Performance Bond and Certificate of Insurance with the Department within ten (10) days of the date of the approval for awarding the contract will be just and sufficient cause for denial of the award and the forfeiture of the Proposal Guarantee.

By virtue of the statutory authority, preference will be given to products and services to be obtained within the state of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes provided that the award of the contract will be made to the bidder which receives the highest score on technical, quality, and price evaluation criteria, as stated within this request for proposals.

The Department of Natural Resources hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

The Iowa Department of Natural Resources (DNR) seeks to provide opportunities for Targeted Small Businesses (TSBs) in the awarding of contracts. The DNR is authorized to award contracts to TSBs under the provisions of the Iowa Targeted Small business Procurement Act of 1986 and the Iowa Administrative Code.

Bidders are encouraged to submit proposals that involve the use of inmate labor working under the Iowa Department of Corrections (DOC) inmate employment program, or involve the use of Prison Industries (DOC) as a subcontractor for either labor or product fabrication, or the purchase of parts, supplies, or other building and furniture products produced by prison Industries. For more information on opportunities for the use of inmate labor or the Prison Industries services or products, contact: Roger Baysden, Deputy Director, Prison Industries, Iowa Department of Corrections, 420 Watson Powell Jr. Way, Des Moines, Iowa 50309, 515-242-5705 or roger.baysden@doc.state.ia.us.

Proposals received are open to the public for review upon request. The Department reserves the right to conduct an investigation to verify any information presented in the proposal and to determine the bidder's compliance with applicable statutes and regulations of the State of Iowa. The Department also reserves the right to waive technicalities and reject any or all bids and to defer acceptance of proposals for a period not to exceed thirty (30) days.

SECTION 4.0 - INSTRUCTIONS FOR BIDDERS

1. All communication between the Bidder and the DNR upon receipt of this RFP shall be with the following RFP Coordinator, as follows:

RFP Coordinator: Jeff Geerts
Title: Program Planner
Address: Energy and Waste Management Bureau
Iowa Department of Natural Resources
502 E. 9th St.
City/State/Zip: Des Moines, Iowa 50319-0034
Fax: 515-281-8895
E-Mail: jeff.geerts@dnr.state.ia.us

The RFP Coordinator is the sole point of contact for the DNR for this selection action. All inquiries concerning the RFP process and the proposed project described herein shall be directed in writing to the RFP Coordinator by **October 14, 2004**. Violation of this procedure may result in bidder disqualification. All responses to written inquiries will be posted at <http://www.iowadnr.com/waste/index.html> by October 15, 2004.

2. Proposals shall be sent or delivered to the RFP Coordinator at the above listed address. Proposals may not be transmitted using electronic media such as facsimiles. Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and accompanying documentation become the property of the Department of Natural Resources and will not be returned.
3. The following documents included in this RFP shall be completed, signed and returned in an envelope marked by the bidder as "PROPOSAL":
 1. Form of Proposal;
 2. Schedule of Prices;
 3. Form of Bid Bond;
 4. Identification of Subcontractors Form, and;
 5. Forms A, B, C, and D - stating contractor qualifications.

All signatures required must be an original signature in ink; copies or facsimiles of any signatures will not be accepted. The Form of Proposal must also have the signature notarized.

One (1) original proposal document, and two (2) additional copies of the proposal must be submitted to the Department by the bidder.

Note: Do not return the entire booklet. Copy or remove the required forms as listed above, complete, attach any additional documentation or narratives, and submit the appropriate number of copies to the Department.

PART I

GENERAL CONDITIONS OF THE CONTRACT

SECTION 5.00 - SCOPE OF WORK

5.01 BEE RITE TIRE DISPOSAL, INC STOCKPILE INFORMATION

- A. Location: There are two stockpiles affiliated with Bee Rite Tire Disposal, Inc to be abated. The first stockpile (site #1) is located at 208 East Walnut Street, within the city limits of Rhodes, Iowa. Rhodes is approximately 35 miles northeast of Des Moines, two miles west of Iowa highway 330 and seven miles south of U.S. Highway 30.

The second stockpile (site #2) is located at 309 East Main Street, within the city limits of State Center. State Center is 42 miles northeast of Des Moines and 26 miles east of Ames on U.S. Highway 30.

- B. Property Description: Site #1 is 17.82 acres and is legally described on the Marshall County Assessor web site as:

09-82-20 RHODES ALL OF THE ABANDONED RR ROW LOCATED IN
S 1/2 SEC 9 LYING SLY OF IOWA STATE HWY 245 (WALNUT ST) EX
PARCEL A THAT LIES WITHIN & EX HEART OF IOWA TRAILS

Site #2 is a single story, 2,480 square foot metal warehouse building located west of the railroad right of way on property legally described on the Marshall County Assessor web site as:

STATE CENTER ALL BLK 30 EX W 75' & EX BEG 75' NELY OF S COR BLK 30
THENCE NELY 75' NWLY 80' SWLY 75' SELY TO

(BLL) STATE CENTER ALL BLK 30
W OF RR ROW

- C. Estimated Number/Volume of Tires: Approximately 700,000 passenger tire equivalents (PTEs) are located on site #1, with an equivalent estimate of 7,000 tons of waste tires. Approximately 5,000 passenger tire equivalents (PTEs) are located on site #2, with an equivalent estimate of 50 tons of waste tires.
- D. Types of Waste Tires Present: A breakdown of the waste tires present on site #1 is included in the September 4, 2003, site observation report in the attachments section at the end of this bid request. Site #2 contains approximately 5,000 whole tires, primarily consisting of passenger car tires.
- E. Site Conditions: Both sites #1 and #2 consist of relatively flat, level ground. See Part 5 - Attachments for an aerial view of site #1 and photos of site #2.

SITE #1

Site #1 contains an estimated 700,000 passenger tire equivalents. The site has a public nature trail running through the middle of the site with a buffer zone between the two stockpile areas and the nature trail (see site photo in Part 5 - Attachments).

Almost all of the tires are stored outside at site #1, in piles of varying sizes. Tire-bale bunkers surround some of the piles on three sides and tire bales are located around the perimeter of much of the site as a fence. An estimated 517,800 of the 700,000 tires are contained in the 5,178 bales of tires on site. A mix of tire piles exists with some piles containing shredded tires and other piles containing whole tires. An estimated 4,000-5,000 passenger tire equivalents remain that were impacted by a December 2001 fire and likely will not meet specifications for traditional markets. See the September 4, 2003, site observation report in the attachments section at the end of this bid request for more details.

The north half of site #1 is bordered to the east by a compacted limestone nature trail, to the south by a treeline, to the north by a highway, and to the west by a building and a road.

The south half of site #1 is bordered on the west and north by the compacted limestone nature trail and on the east and south by agricultural field. Access to the south half of the site is along the south edge of the north half of the site and across the natural trail.

Supply of utilities, including electric, water/sewer, and gas are available to the site, but must be contracted for by the Contractor through the appropriate utility provider.

The Department will secure access to the abatement site for the Contractor. The Contractor is cautioned to provide proper planning and equipment as to not impede work progress during inclement weather, due to mud, cold, or other seasonal conditions. No allowances will be made for work delays caused by these conditions, unless an unexpected, unpredictable Act of God may occur.

SITE #2

There are approximately 5,000 tires at site #2. An open lot borders the site and parking space on the west, city road on the south a railroad spur on the east and a rail line on the north. The building has a large double door on the west and a single door on the south both accessible by semi-trailer for load out. See Part 5 - Attachments for photos of site #2.

Supply of utilities, including electric, water/sewer, and gas may be available to the site, but must be contracted for by the Contractor through the appropriate utility provider.

- F. Site History: Waste tires on site #1 were deposited since 1997. The stockpile was created as the result of business owner Michael Trowbridge and chief executive officer Jerry Yoemans of Bee Rite Tire Disposal, Inc a tire collection and processing business that received a waste tire

processing permit through the Department. Waste tires were deposited on site #2 during approximately the last three years. Site #2 was never permitted.

Site #1 experienced a large fire in December 2001. After citations for non-compliance with permit provisions related to the storage and handling of waste tires on the site and legal action brought by the Department of Natural Resources and the Iowa Attorney General's office, a Consent Order, Judgment and Decree were signed by all parties in June 2004. The Consent Order included the removal and proper disposal of all solid waste including tires at sites #1 and #2 described above.

With outstanding penalties and non-compliance with court orders for cleanup, the Department now seeks to minimize the on-going risk to the environment and public health and safety, by the issuance of this bid proposal and subsequent contracting for removal of the tires.

5.02 TIRE REMOVAL

- A. All waste tires, including tires on rims, liners, tubes and parts of tires, including shreds, shall be removed from both sites. Debris resulting from tire removal or on-site processing operations must also be removed. The contractor will not be responsible for the removal of buried tires, wheel rims, scrap metal, or other solid waste. The contractor will not be required to conduct building construction, demolition, or modifications to access tires, but will be required to remove and consolidate vegetation as needed to access tires.
- B. The contractor will not be responsible for the removal of existing trash, refuse, debris, or other solid waste. Such items encountered within the stockpile shall be moved and consolidated by the contractor, so as to remove it from the work area and to minimize distraction and hazards to the contractor's work. Any items of a potentially hazardous nature should be left undisturbed and reported to the DNR.
- C. Contractors must remove and process larger truck and off-the-road (OTR) tires at a rate proportional to the makeup of the pile.
- D. Whole tires may be removed from the site or tires may be processed on the site and the chips, shreds, or other segments removed to a recycler or beneficial end-user as determined by the Department (see below).
- E. General dismantling of the stockpiles and cleanup progress shall be accomplished by direction of the Department.

5.03 DELIVERY TO A RECYCLING OPERATION OR END-USER

- A. The waste tires (or chips, shreds, or processed portions) must be delivered to an appropriately permitted waste tire recycling operation or waste tire end-user, as determined by the DNR. End-use dispositions must be specified in the proposal. For the purpose of this Agreement the following end-uses are acceptable, subject to compliance of the site of end-use and end-user with applicable local, state, and federal regulations:

1. Tire-derived fuel (TDF) or whole tires used as a fuel
 2. Use by city, county, or state governments of shredded tires for road base or embankment construction
 3. Delivery to a permitted tire recycling operation for beneficial use processing, or crumb rubber production plant
 4. Baled or whole waste tires may be used in civil engineering projects under the direction of a professional engineer, and with approval of the Department.
 5. Other dispositions as presented to and approved by the Department.
- B. Landfilling of whole or shredded waste tires primarily as a disposal mechanism will not be acceptable as a final disposition or end-use through this Contract. Removal of the tires to another site for further storage, monofilling, or other non-beneficial uses shall not be allowed.

5.04 ON-SITE PROCESSING

- A. On-site processors will be allowed to store shreds or chips on-site prior to delivery to an end disposition, but progress payments will only be made upon proof of delivery to the disposition as specified in the Contract documents (receipts showing amounts delivered, corroborated by weight slips for amounts leaving the site) and shall not be contingent simply upon the progress in shredding or other volume reduction. There will be no storage or processing allowed on-site after the contract completion date.
- B. The Contractor may not process, store, or otherwise bring on-site whole tires, waste tires, or portions of any other tires not already present on-site prior to the commencement of the abatement or during the abatement contract period.

5.05 NON-RECYCLABLE PORTION

- A. It will be required that tire-related debris which are located above grade and which can be processed shall be processed and removed from the site. Residual waste from contractor tire processing, such as bead wire and cord wire and fiber, may be landfilled at a properly permitted facility, but only if no current economic and feasible method of recycling is available. Receipts from permitted landfills for the disposal of these residuals shall be provided to the Department. The contractor will be paid only for gross tonnages of tires processed, as weighed prior to processing, and no separate payments for disposal of residuals shall be granted.

5.06 OBSERVATIONS OF STATE AND LOCAL LAWS AND REGULATIONS

- A. The Contractor, waste tire processor or recycler, end-user, and waste tire hauler must meet all state and local rules and requirements affecting their operations, and must be in full compliance with such rules at the time of contract issuance, and throughout the terms of the contract. Contractors transporting whole waste tires off-site under this Contract must be, or must use, a waste tire hauler permitted in the State of Iowa.

5.07 REPORTING REQUIREMENTS

- A. The Contractor shall be responsible for submitting a final report at the conclusion of the cleanup that certifies that all of the tires have been removed from sites #1 and #2 and includes a count of the passenger tire equivalent of the number of tires removed and their final disposition.
- B. Invoices for progress payments must be accompanied by weight slips as follows:
- truckloads of materials removed from the site, as weighed at the nearest certified scale
 - a corresponding weight slip signifying delivery of the same materials to the site of processing
 - and, a final weight slip showing equivalent tonnages as delivered to markets and end-users.
 - Such weights shall be measured from a certified scale, with all tickets printed from such scales, with appropriate signature or initials of the scale operator. All tickets must have the date clearly printed.

These weights shall be reported on a manifest or other documentation that provides reasonable tracking for each load of tires that leaves the site. Progress payment amounts shall be determined from tonnages as weighed upon delivery to the processing site, but all weight slips must be collected for each load of tires for proper manifest tracking. The Department shall have the final authority on determining appropriate and acceptable documentation in accordance with these requirements.

5.08 SITE SECURITY

- A. The Contractor shall be responsible for precautions designed to protect processing equipment placed on site for the duration of the contract, and shall be responsible for any such damage, vandalism or theft that may occur to their equipment during the time of operations on site.
- B. Processing equipment must have locking doors and fuel caps, keyed ignition switches, and/or other appropriate precautions to deter vandalism, theft, or other disruptions that would delay the progress of the work schedule.
- C. A locking fence, gate, or barrier shall be temporarily installed by the Contractor, if such devices are not already present, so as to permit vehicle access to the site only by the Contractor, its subcontractors, the Department and others with permission from the Department to access the site during the duration of the Contract.

SECTION 6.00 - DEFINITIONS

6.01 GENERAL

- A. Whenever in these specifications or in other contract documents, the following definitions, or terms or both, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:
- B. In order to avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where “contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, reject, or condemned,” it shall be understood as if the expression were followed by the words “by the Department” or “to the Department.”
- C. The title or headings of the sections and articles herein, or referred to within, are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

6.02 DEFINITIONS OF TERMS

- 1. ACT OF GOD means an earthquake, unprecedented flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of precededented intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the Contract for damages to the work resulting therefrom.
- 2. BID BOND is a cashier’s check, certified check, proposal guarantee or credit union certified share draft accompanying the Proposal submitted by the Bidder, as a guarantee that the Bidder will enter into a Contract with owner for the construction of the work, if the Contract is awarded.
- 3. BIDDER is a person, partnership, firm, corporation, or joint venture submitting a bid proposal for the purpose of obtaining a contract.
- 4. CONTRACT is the RFP, any addenda thereto, the bidder’s proposal, the purchase order, and other contract documents. The Contract constitutes the entire agreement between the state and the contractor.
- 5. CONTRACT DOCUMENTS. The Contract comprises the following documents including all additions, deletions and modifications incorporated therein before the execution of the Contract:
 - (a) Legal and Procedural Documents
 - 1. Advertisement (Notice of Hearing and Letting)
 - 2. Instructions for Bidders
 - 3. Proposal
 - 4. Bid Bond

- 5. Contract
- 6. Performance Guarantee Bond

- (b) General Conditions of the Contract
- (c) Special Conditions of the Contract
- (d) Addenda (if applicable)
- (e) Attachments

- 6. CONTRACTOR is the Contractor named in the Contract Documents.
- 7. DEPARTMENT means the Iowa Department of the Natural Resources. The Contractor shall enter into a contract with the Department for completion of work under this proposal.
- 8. EMERGENCY is any situation or circumstance that presents a substantial risk of imminent damage to the public health, welfare or the environment.
- 9. EVALUATION COMMITTEE is a committee established to review and evaluate bid proposals to determine the contract award. The committee includes representatives of the agency seeking the services.
- 10. FORMAL DATE OF AWARD is the effective date of contract and work initiation.
- 11. INVOICE is the billing by Contractor for services rendered.
- 12. PERFORMANCE BOND is the approved form of security furnished by the Contractor and his Surety as guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract and to provide workmanship and material guarantees as required in the Contract.
- 13. PROPOSAL is the offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed; also called "Bid."
- 14. SPECIFICATIONS shall mean the Legal and Procedural Documents, General Conditions of the Contract, Special Conditions and the Detail Specifications, with all addenda thereto.
- 15. SUBCONTRACTOR is any person, firm, or corporation with a direct contract, verbally or in writing, with the Contractor who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material.
- 16. TIME LIMITS are all time limits stated in the Contract Documents and are the essence of the Contract.
- 17. SURETY is the person, firm or corporation who execute the Performance Bond.

18. WORK as used herein includes all tools, materials, labor, equipment, machinery, and all activities necessary to execute the Contract.
19. WRITTEN NOTICE shall be considered as served when delivered in person or sent by certified mail to the individual, firm or corporation or to their last business address as known to the person who serves the notice.

Change of Address: It shall be the duty of each party to advise the other parties to the Contract regarding any changes in the party's business address until completion of the Contract.

SECTION 7.00 - INSURANCE, LEGAL RESPONSIBILITY AND SAFETY

7.01 PERFORMANCE BOND

- A. The Contractor shall, within ten (10) days of the time of their execution of the Contract, furnish a corporate surety bond in the sum as determined by the Department within the Contract and this RFP. The form of the bond shall be as the Department may prescribe and with a surety company authorized to do business in Iowa. The bond shall provide funds to the Department in the event that the Department suffers any liability, loss, damage, or expense as a result of the Contractor's failure to fully and completely perform all requirements of this Agreement which include, without limitation, the Contractor's obligation to pay liquidated damages, to indemnify the Department under the circumstances described by this Agreement and the Contractor's obligation to operate the system as required by this Agreement throughout the entire term of this Agreement as may be extended by the Department.

7.02 INSURANCE

- A. The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the state where the work is located as will protect the Contract, the Contractor's subcontractor, and the Department from claims or bodily injury, death or property damage which may arise from operations under this Contract. The Contractor shall not commence work under this Contract until all required insurance has been obtained under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the Department. All such insurance policies shall remain in full force and effect for the entire life of the Contract and shall not be canceled or changed except after thirty (30) days written notice to the Department.
- B. Unless otherwise requested by the Department, the Contractor shall, at their own cost, cause to be issued and maintained during the entire term of this Agreement not less than the insurance coverages set forth below, each naming the State of Iowa and the Department of Natural Resources as an additional insured or loss payee, as applicable:

1. Workmen's Compensation and Employer's Liability insurance shall be secured and maintained as follows:

Each Accident	\$100,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$100,000

2. General Liability (Includes contractual, independent contractors, broad form property damage, personal injury, underground explosion and collapse hazards, *each on an occurrence basis*):

General Aggregate	\$2,000,000	Prod./Comp. Agg.	\$1,000,000
Personal & Adv. Injury	\$1,000,000	Each Occurrence	\$1,000,000

3. Automobile Liability (Includes all owned, non-owned and hired autos, personal injury and property damage):

Combined Single Limit \$1,000,000

4. Excess Liability, Umbrella Form

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

- C. Certificate of the insurance as described above shall be filed with the Department and shall be subject to the Department's approval.
- D. Acceptance of the insurance certificates by the Department shall not relieve the Contractor of any obligation under this Agreement. All insurance policies and certificates shall be issued only by companies authorized to transact business in the State of Iowa. It shall be the responsibility of the Contractor to keep the respective insurance policies and coverages current and in force during the life of this Agreement.
- E. All insurance policies required by this Contract shall provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

7.03 INDEMNITY

- A. The Contractor shall indemnify and save harmless the Department from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought out or recovered against the Contractor by reason of any omission or act of the Contractor, the Contractor's agents or employees, in the execution of the work or in the guarding of it.

- B. The Contractor shall obtain and shall maintain and pay the premiums for such insurance in such amount and with such provisions as will protect the Department from contingent liability under this Contract. Full compliance by the Contractor with the terms and provisions of such insurance policy or policies shall be a condition precedent to the Department's right to enforce against the Contractor any provisions in this article.

7.04 LAWS TO BE OBSERVED

- A. The Contractor shall give all notices and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Department against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees. If the Contractor finds the Contract Documents at variance therewith, the Contractor shall promptly notify the Department in writing.

7.05 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall at all times so conduct the work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property.
- B. No road or street shall be closed to the public except with the permission of the proper governmental authority.
- C. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.
- D. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutter, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the Department.
- E. The Contractor shall provide adequate signs, barricades, red lights and watchmen as needed, and shall take all necessary precautions of the protection of the work and the safety of the public.
- F. The Contractor shall provide and maintain such sanitary accommodations for the use of the Contractor's employees and those of the Contractor's subcontractors as may be necessary to comply with the requirements and regulations of the local and Iowa Department of Health as directed by the Iowa Department of Natural Resources.

7.06 PERMITS

- A. All permits, registrations, and licenses required for the prosecution of the work shall be secured and paid for by the Contractor. At a minimum the contractor shall secure the following permits from the Department as required:

1. Air Construction Permit. If the Contractor operates stationary or portable equipment on the site with a combustion engine that generates over 400 brake horsepower for electrical, hydraulic, or mechanical power to operate sorting, shearing, shredding, or grinding equipment, the Contractor shall apply for and obtain an air construction permit. The Contractor shall use the Department's form "Application for a Permit to Install or Alter Equipment or Control Equipment." There is no fee for the permit, however, the Contractor shall make a timely application upon award of the Contract, so as to avoid delays in permit review and approval. No construction or use of such equipment may begin on the site by the Contractor until the permit has been obtained.

Mobile equipment on the site used for the hauling or loading of waste tires, including rubber tired or tracked end-loaders, bulldozers, crawlers, or trucks, are exempted from the air construction permit requirements. Any other non-mobile source of air emissions, other than fugitives, is also required to obtain a permit.

2. For further information on air permit issues or to obtain a copy of the required air construction permit application contact:

Dave Phelps Tel. (515) 281-8189
Air Quality Bureau
Iowa Department of Natural Resources
7900 Hickman Rd.
Urbandale, Iowa 50322

B. WATER QUALITY PERMITS

1. General Stormwater Permit. Contractors that will be processing waste tires on site may be required to obtain a general stormwater permit. The Contractor shall conduct public notification of the permit issuance, and shall pay appropriate fees for the permit issuance.
2. National Pollutant Discharge Elimination System. Contractors that will be processing waste tires on site, and that will be releasing water as a by-product of cooling or lubrication associated with the processing of the waste tires shall obtain a National Pollutant Discharge Elimination System (NPDES) Permit. This permit will not require a fee, however, a public notification and comment period is required.
3. For further information on these water quality permit requirements, contact:

Steve Williams Tel. (515) 281-8884
Water Quality Bureau
Iowa Department of Natural Resources

502 E. 9th St.
Des Moines, Iowa 50319

C. WASTE TIRE HAULER REGISTRATION

1. Waste Tire Hauler Registration. The Contractor shall obtain a Waste Tire Hauler Registration Permit from the Iowa Department of Natural Resources in the event that whole waste tires are to be transported off of the stockpile abatement site, or between abatement sites, for processing. If the Contractor subcontracts such hauling work to a subcontractor, the subcontractor shall apply for and obtain the permit. Waste tires that have been processed on site may be transported off site without such a permit. Throughout the performance of the Contract the Contractor or Subcontractor shall conduct all activities in compliance with the terms of the Waste Tire Hauler Registration permit.
2. For further information on the Waste Tire Hauler Registration Permit contact:

Jim Thayer Tel. (515) 281-3426
Iowa Department of Natural Resources
502 E Ninth St
Des Moines, Iowa 50319-0034

D. WASTE TIRE MANAGEMENT PROCESSOR'S PERMIT

1. Waste Tire Management Processor's Permit. The Contractor shall have a current Waste Tire Management Processor's permit if the contractor operates a waste tire-processing site within Iowa, and tires within the proposal are to be taken to that facility. The Contractor must be in compliance with the processor's permit at the time of submittal of the proposal and throughout the Contract performance period. If the Contractor is located outside of Iowa, the Contractor shall have obtained, and must be in compliance with, all comparable and associated permits and regulations for operation of any waste tire processing and recycling facility in such other states. If the Contractor does not operate a waste tire processing or recycling site, the Contractor must be in compliance with any and all other appropriate licenses, certifications, or regulations which pertain to the Contractor, and must not have any outstanding liens, fines, or other judgments. The final site of tire processing must be permitted and in compliance according to appropriate state and local laws.
2. For more information on the Waste Tire Management Processor's permit contact:

Alex Moon Tel.(515) 281-6807
Iowa Department of Natural Resources
502 E Ninth St
Des Moines, Iowa 50319

SECTION 8.00 - PROGRESS AND COMPLETION OF WORK

8.01 SCHEDULE OF COMPLETION

- A. For the purposes of completion of this work, and associated cost to the contractor, the Department states that work at the site shall be completed within the time frame of a work week of Monday through Friday, between the hours of 7:30 a.m. to 5:00 p.m. If the contractor chooses to work on weekends or at other hours, no delays in work shall be permitted due to the unavailability of subcontractors or other services needed to complete the required work and conditions of the contract.
- B. The Contractor shall submit, at such times as may reasonably be requested by the Department, schedules which shall show the order in which the Contractor proposes to carry on the work, or in the order as specified by the Department, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

8.02 CHANGES IN THE WORK

- A. The Department may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the Contract. Ordered changes in work that increase or decrease estimated bid quantities by 25% or more may form the basis for the Department or Contractor to request renegotiation of the unit bid price for the item of work changed. Compensation and time of completion affected by the change shall be adjusted at the time of such change order.

8.03 EXTRA WORK

- A. New unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall be classed as Extra Work.
- B. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written order from the Department. In the absence of such written order, no claim for Extra Work shall be considered. Costs for such Extra Work shall be pre-approved by the Department in order for the Department to approve payment for such work.
- C. Extra Work shall be performed in accordance with these Specifications where applicable and work not covered by the Specifications or special provision shall be done in accordance with the best practice with review by the Department.
- D. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

8.04 EXTENSION OF CONTRACT TIME

- A. A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Department, or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as determined by the Department, provided, however, that the Contractor shall within ten (10) days give written notice to the Department of the cause of such delay.

SECTION 9.00 - MEASUREMENT AND PAYMENT

9.01 REQUESTS FOR PROGRESS PAYMENT

- A. The Contractor may submit periodically but not more than once each month, a Request for Progress Payment for work done on the site. The Contractor shall furnish the Department all reasonable means required for obtaining the necessary information relative to the progress and execution of the work.
- B. Each Request for Progress Payment shall be computed from the work completed on all items listed in the Detailed Breakdown of the Contract Amount.
- C. Where unit prices are specified, the Request for Progress Payment shall be based on the quantities completed.
- D. Progress payments shall be made as compared to weigh tickets for removal of tire materials from the project site, as compared to equivalent weigh tickets showing delivery of an equivalent amount of material to an approved processor or end-use, minus documentation of any residuals that have been otherwise disposed of or landfilled. Such information shall be provided in accordance with the terms of the contract documents.

9.02 DEPARTMENT ACTION ON A REQUEST FOR PROGRESS PAYMENT

- A. Within ten (10) days of submission of any authorized Request for Progress Payment by the Contractor, the RFP Coordinator shall:
 - 1. Recommend the Request for Progress Payment be acted upon by the Department. This shall be accomplished through the completion of a Claim Voucher by the Contractor, with certification and approval by the Contractor so noted on the Claim Voucher by the Contractor's signature.
 - 2. Recommend such other amount as the RFP Coordinator shall decide is due the Contractor, informing the Contractor in writing of his reasons for recommending the amended amount.
 - 3. Withhold the Request for Progress Payment, informing the Contractor in writing his/her reasons for withholding it.

9.03 DEPARTMENT'S ACTION ON A RECOMMENDED REQUEST FOR PROGRESS PAYMENT

- A. Within thirty (30) week days (Monday-Friday) from the date of completion of claim voucher for the recommended payment of a Request for Progress Payment by the RFP Coordinator, the Department shall:
1. Pay the Request for Progress Payment as recommended.
 2. Pay such other amount in accordance with section 9.04 below as he/she shall decide is due the Contractor, informing the Contractor in writing of his/her reasons for paying the amended amount.
 3. Withhold payment in accordance with section 9.04 below informing the Contractor of his/her reason for paying the amended amount.

9.04 OWNER'S RIGHT TO WITHHOLD PAYMENT OF A RECOMMENDED REQUEST FOR PROGRESS PAYMENT

- A. The Department may withhold payment in whole or in part from a Request for Progress Payment to the extent necessary for protection from loss on account of any of the following causes discovered subsequent to a recommended Request for Progress Payment by the Department:
1. Defective work.
 2. Evidence indicating the probable filing of claims by other parties against the Contractor.
 3. Failure of the Contractor to make payments to subcontractors, material suppliers or labor.
 4. Damage to another Contractor.
 5. Improperly submitted, completed, or falsified weight tickets, receipts and/or other required documentation.

SECTION 10.00 - CONTRACT ADMINISTRATION

10.01 INDEPENDENT CONTRACTOR

- A. The status of the Contractor shall be that of an independent contractor. The Department shall not provide the Contractor with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither the Contractor nor its employees are eligible for any State employee benefits, including but not limited to, retirement benefits, insurance coverage or paid leave. Neither the Contractor nor its employees shall be considered employees of the Department or the State of Iowa for federal or state tax purposes. The Department shall not

withhold taxes on behalf of the Contractor (unless required by law). The Contractor shall be responsible for payment of all taxes in connection with any income earned from this project.

10.02 COMPLIANCE WITH EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION PROVISIONS

- A. The Contractor shall comply with all provisions of federal, state and local laws, rules and executive orders to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Contractor, if requested, shall provide state or federal agencies with appropriate reports as required to insure compliance with equal opportunity laws and regulations. The Contractor shall insure that all authorized subcontractors assigned to the project comply with the provisions of this clause.

10.03 CONFIDENTIALITY

- A. Some data, policies and activities of the Department are confidential. The Contractor shall preserve the confidentiality of such data, policies and activities that are revealed to the Contractor in the performance of this Agreement. The Contractor shall maintain procedures for safeguarding the identified confidential information. In the event of a breach of this provision, the Department may terminate this Agreement immediately without notice of default and opportunity to cure as otherwise provided in this Agreement.

10.04 AMENDMENTS

- A. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by both parties.

10.05 SUBLETTING OF CONTRACT

- A. The Contractor shall perform, with his/her own organization, work amounting to not less than 50% of the total contract cost. Any remaining percentages of work that the Contractor proposes to subcontract to other firms or individuals in excess of \$10,000 shall be noted on the attached Form D - IDENTITY OF SUBCONTRACTORS and submitted to the Department for review and potential approval of such subcontractors. Such firms or individuals identified as subcontractors may not be changed except at the request of and with the approval of the Department.
- B. The Contractor is responsible to the Department for the acts and omissions of the subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of its own employees.
- C. The Contractor shall bind every subcontractor and every subcontractor agrees to be bound by the terms of the contract, the contract documents, the plan, the general conditions of the contract, the supplementary general conditions, and special conditions, and the specifications as far as applicable to the subcontractors work.

- D. The subcontractor shall be bound to the Contractor by the terms of the contract, the contracts documents, the plans, the general conditions, and specifications, and to assume toward the Contractor all the obligations and responsibility that the Contractor, by those documents, assumes towards the Contracting Authority. The contract documents shall not be construed as creating any contractual relation between the subcontractor and the Department.

10.06 CHOICE OF LAW AND FORUM

- A. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the Department or the State of Iowa.

10.07 DURATION

- A. This agreement shall become effective on the date as listed in the Form of Contract. This Agreement shall remain in effect until the project is completed or until such date(s) as listed in the Form of Contract, or until terminated in accordance with the following section of this Agreement.

SECTION 11.00 - DEFAULT AND TERMINATION

11.01 FOR CAUSE BY THE DEPARTMENT

- A. The occurrence of any one or more of the following events shall constitute cause for the Department to declare the Contractor in default of its obligations under this Agreement:
1. Failure to observe and perform any covenant, condition or obligation created by the Agreement;
 2. Failure to make substantial and timely progress toward performance of the Agreement; or,
 3. Failure of the Contractor work product and services to conform with the specifications noted herein.

11.02 NOTICE OF DEFAULT

- A. If there is a default event, the Department shall provide written notice to the Contractor requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced fifteen (15) days beyond the date of the written notice, the Department may either:

1. Immediately terminate the Agreement without additional written notice; or,
 2. Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.
- B. In either event, the Department may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Agreement.

11.03 FOR CAUSE BY THE CONTRACTOR

- A. The occurrence of any one or more of the following events shall constitute cause for the Contractor to declare the Department in default of its obligations under this Agreement.
1. Failure to observe and perform any covenant, conditions or obligation created by the Agreement; or
 2. Failure to make timely payment for the work performed on the project.

11.04 TERMINATION DUE TO CONFLICT OF INTEREST

- A. The Department reserves the right to terminate this Contract for convenience, in whole or in part, in the event that the Department determines that a conflict of interest cannot otherwise be avoided. The term “conflict of interest” means that a relationship exists whereby the Contractor (including, but not limited to owners, chief executives, directors, subcontractors and proposed subcontractors) has interests which (1) may diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, (2) may result in an unfair competitive advantage. Such conflicts may include, but are not limited to, status as a potential or liable responsible party; or past, present, or proposed financial interests, ownerships, or contracts with a potentially responsible or liable party, designed for profit.

11.06 TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW

- A. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Department shall have the right to terminate this Agreement without penalty by giving sixty (60) days written notice to the Contractor as a result of any of the following:
1. The legislature or governor fail to appropriate funds sufficient to allow the Department to operate as required and to fulfill its obligations under this Agreement;
 2. Funds are de-appropriated or not allocated;
 3. The Department authorization to conduct business is withdrawn or there is a material alteration in the programs the Department administers; or,

4. If the Department's duties are substantially modified.
- B. The Department agrees to make a reasonable request for the necessary funds. If any appropriation to cover the costs of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Department agrees to re-enter the Agreement with the Contractor under the same provisions, terms and conditions as the original Agreement.

11.07 REMEDIES OF THE CONTRACTOR IN THE EVENT OF NON-APPROPRIATION

- A. In the event of termination of this Agreement due to non-appropriation, the exclusive, sole and complete remedy of the Contractor shall be payment for services completed prior to termination.

11.08 MUTUAL AGREEMENT

- A. With the mutual consent of both parties upon receipt and acceptance of written notice, the Agreement may be terminated on an agreed upon date prior to the end of the term of this Agreement without penalty to either party. The agreed termination date shall not be less than thirty (30) days from the first of the month following the date of notification. The Contractor shall be paid for services completed prior to termination. Upon notification and acceptance of termination, no further work will be performed on the project.

PART II

SPECIAL CONDITIONS OF THE CONTRACT

SECTION 12.00 - BID EVALUATION AND SCORING

12.01 CONTRACTOR SELECTION

- A. Time is of the essence for satisfactory completion of performance for the removal of the tires from the abatement sites. ***The Contractor with the highest overall score on the price, technical and quality criteria evaluation will be selected.*** However, if the selected Contractor withdraws, becomes disqualified, or defaults on any provision of this Agreement, the Department may terminate this Agreement and select the Contractor with the next highest overall evaluation score.
- B. Proposals submitted in a timely fashion, and which meet all minimum qualifications, will be evaluated by a team of at least two (2) staff within the Energy and Waste Management Bureau of the Department, and a third individual from the Department or another state/local agency.
- C. Proposals will be scored up to 100 points according to the following technical and quality criteria, and as defined in the Technical and Quality Evaluation Criteria section of this RFP:
- | | |
|---|-----------|
| 1. per ton price for removal* | 40 points |
| 2. evidence of end-markets for processed materials | 20 points |
| 3. cleanup plan, including methods and timeframes | 20 points |
| 4. demonstrated experience related to scope of work | 20 points |

TOTAL

100 points

*The Bidder shall complete and submit the enclosed Form of Proposal. Costs effectiveness of the Proposal shall be based on the prices contained in the Form of Proposal received. The prices shown on the Form of Proposal will be compared with those submitted by other bidders. Bidders will be assigned a score up to 40 points based upon the comparison of the proposals. The lowest bid amount shown on the Form of Proposal will receive the 40 points for pricing. All other bidders will receive a point score of one point less than 40 for every additional \$1.00 per ton that such bids may be as compared to the lowest bid amount. In determining this point difference, bids will be rounded to the nearest dollar. In no case shall the Department be bound to accept a Proposal simply because it was the lowest bid.

SECTION 13.00 - TECHNICAL AND QUALITY EVALUATION

CRITERIA

A. The technical and quality aspect of the Proposal must address each item listed below, and shall be addressed and submitted by the Bidder on the enclosed forms.

1. End-Markets and Final Disposition of Processed Materials. State the end-markets for the processed waste tire materials that are proposed as the final disposition for all waste tire materials to be removed by the Bidder through this Proposal. Evidence of such markets shall be provided as follows:

a) End-user purchase orders or contracts with the Bidder for waste tires or processed waste tires, with the following attached statements from the end-user as appropriate:

- 1) the end-user's material specifications;
- 2) the end-user's capacity to use such materials in tons or tires per month;
- 3) the end-user's ability to take delivery in a timely manner; and
- 4) the end-user's ability to utilize the material.

b) current construction project contracts and engineered plans and specifications for use of tire materials in civil construction projects

2. Cleanup Plan

a) Plan of action - State whether or not on-site processing is proposed. If so, specify equipment needed and location where equipment will be placed. Describe how the stockpile will be dismantled or sequence of processing operation, subject to Department direction on this dismantling. Provide descriptions of equipment to be used, and how such equipment will provide the best efficiencies for the work to be considered.

b) Schedule - State a proposed schedule for tire removal or on-site processing and subsequent removal in terms of numbers of tires or percentage of total to be removed, at a minimum, on a monthly basis. This schedule must be developed in relation to the earliest starting date for the project as stated on the Form of Proposal, and must be completed no later than the date specified within the Form of Proposal.

3. Experience

a) Indicate experience - State the experience, if any, that the Bidder has had in waste tire cleanups, tire processing and disposal, or work of a similar nature.

b) Major contracts - List all major contracts for specific waste tire stockpile abatement projects that the Bidder has undertaken during the last five years, including the contract number, period of performance, and contact person. *Emphasize those projects similar to that required within this proposal.*

- c) References - State supply names, addresses and telephone numbers of three client references and briefly describe the type of service provided in the contracts. The Bidder must grant permission to the Department to contact all references provided.
- d) Default - Indicate if the Bidder has had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance which was delivered to the Bidder due to the Bidder's nonperformance or poor performance and the issue of performance was (a) not litigated due to inaction on the part of the Prepares, or (b) litigated and determined that the Prepares was in default. If such termination and default has occurred the Bidder shall submit full details including the other party's name, address, and phone number. The Department will evaluate the facts and may, at its sole discretion, reject the response on the grounds of its experience.

PART III

CONTRACT DOCUMENTS

STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES

**FORM OF
PROPOSAL**

Time and Date of 4p.m., October 25th, 2004

Submittal, on or before:

Project Description and Location

Project No.

05-222E-01

Bee Rite Tire Disposal, Inc Stockpile Abatement
- Rhodes and State Center, Iowa

Proposal of:

(Name of Bidder)

Located at:

(Address)

()

(Area)

(Telephone)

Amount of Proposal Guarantee	Approx. or Specified Starting Date	Specified completion date	Liquidated Damages Per Day
\$5,000	December 1, 2004	June 30, 2006	\$200.00

The undersigned hereby agrees, if awarded the contract, to execute the proposed contract and to furnish an approved performance bond in a amount of \$1,000,000 within 10 days after the date of approval of award of the contract, and to provide all labor, materials, and equipment required to complete the project designated above, for the price hereinafter set forth, in strict compliance with the contract documents prepared by the Iowa Department of Natural Resources.

The undersigned agrees, if awarded the contract, to commence the work within a reasonable time after the preabatement conference or by the specific starting date, if so specified, and to complete the work within the contract period, or to pay liquidated damages in the amount stipulated herein for each calendar day the work remains uncompleted after the expiration of the contract period or any authorized reduction thereof.

A proposal guarantee in the amount stipulated herein is included with this proposal, to be forfeited to the Iowa Department of Natural Resources if the undersigned fails to execute the contract and furnish an approved performance bond, if awarded the contract.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the state of Iowa, and also, a resident bidder shall be allowed a preference against a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country on projects in which there are no federal funds involved.

By

(Signed)

(Title)

(Date)

**THE FOLLOWING AFFIDAVIT MUST BE COMPLETED AND NOTARIZED, OR THIS BID WILL BE
REJECTED.
- AFFIDAVIT-**

The signatory, being duly sworn, does depose and say that the undersigned is an authorized representative of:

(Name of Firm)

Located at:

Hereinafter referred to as "Bidder" and does hereby affirm to have personal knowledge that said bidder has examined the drawings and specifications, carefully prepared the proposal form, and has checked the same in detail before submitting; and that said bidder, or the agents, officers, or employees thereof, have not either directly or indirectly, entered into any agreement, participated in any collusion or fraud, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

(Signed)

_____ Day of _____ , 20 _____

(Signed Notary)

My Commission Expires _____ , 20 _____

SCHEDULE OF PRICES

Project Description and Location

Bee Rite Tire Disposal, Inc Stockpile Abatement - Rhodes and State Center, Iowa

Name of Bidder

Item No.	Description	Estimated Quantity	Unit Price (per ton)	Total Amount (unit price x 7,050)
1	Removal and Processing of Waste Tires	7,050 tons		
2	Other Items	Lump Sum		
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
	TOTALS:		TOTAL BID PRICE: è	

Bidder Acknowledges Receipt of Any Issued Addenda Below* (Number and Date) * if any

No. Date:

No. Date:

Bidder Initial and Date: _____

STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES

**FORM OF
BID BOND**

PROJ. NO. 05-222E-01

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____

of _____ as PRINCIPAL,

and _____

of _____ as SURETY(S),

are hereby held and firmly bound unto the state of Iowa in the penal sum of:

FIVE-THOUSAND Dollars \$ 5,000

for the payment, whereof, the said PRINCIPAL and SURETY(S) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the PRINCIPAL is herewith submitting to the state of Iowa, acting by and through the Iowa Department of Natural Resources, hereinafter called the DEPARTMENT, its sealed proposal for a contract

For the dismantling of the Bee Rite Tire Disposal, Inc waste tire stockpiles

In the Cities of State Center and Rhodes, in Marshall County, Iowa.

NOW THEREFORE,

the conditions of this obligation are such that, if said proposal is rejected by the DEPARTMENT, or if said proposal is accepted by the DEPARTMENT and the PRINCIPAL shall enter into a contract in the form specified by the DEPARTMENT in accordance with the terms of the proposal and shall furnish a bond for the faithful performance of said contract in the form specified by the DEPARTMENT, this obligation shall be null and void. Otherwise it shall remain in full force and effect.

In the event that the said proposal is accepted by the DEPARTMENT and the PRINCIPAL shall fail to enter into the contract as defined herein or shall fail to furnish the performance bond as noted above within ten (10) days of the approval of the award, the PRINCIPAL and SURETY(S) agree to forfeit to the DEPARTMENT the penal sum herein mentioned, it being understood that the liability of the SURETY(S) shall in no event exceed the penal sum of this obligation.

IN WITNESS WHEREOF,

the above bounded parties have executed this instrument under their several seals this

_____ day of _____, 20____, the name and corporate seal of each party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY

By _____ By _____

If a partnership all partners must sign.

STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES

FORM OF CONTRACT
(PROFESSIONAL SERVICES)

Bee Rite Tire Disposal Stockpile Abatement, Rhodes & State Center, PROJ. NO. 05-222E-01

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the state of Iowa acting through the Department of Natural Resources hereinafter called the **DEPARTMENT** and:

(name) _____ (hereinafter called the **CONTRACTOR**) and
located at:

(street) _____ (city) _____ (state) _____

WITNESSETH: That the **DEPARTMENT** agrees to pay the **CONTRACTOR** the contract price provided herein for the fulfillment of the work and the performance of the covenants set forth herein, and the **CONTRACTOR** agrees with the **DEPARTMENT** to commence and complete the project described as follows:

This project consists of the removal and processing of _____ tons* of waste tire materials present at the identified stockpile location(s) and incidental work as required by the Plans and Specifications identified herein. The Department shall pay the contractor at the rate of \$_____ per ton for removal of tires from the site. The Department shall have the authority to contract for additional work through this contract, in an amount of up to 25% in addition to the sum listed below, without further contract amendments or negotiations.

* 7,050 tons is an estimate at this time. This number may be adjusted according to an agreed upon number between the department and the contractor.

For the Estimated Value of: _____ Dollars (\$)_____

and all extra work in connection therewith, all in accordance with the terms and conditions herein contained: and to furnish at the **CONTRACTOR'S** own proper cost and expense, all material, equipment, labor, insurance, and other accessories and services necessary to construct and complete, in a workmanlike manner, the above mentioned project. The work shall be performed in accordance with the requirements and provisions of the following documents, all of which are made a part hereof and collectively evidence and constitute the contract:

1. Notice to Bidders.
2. Instructions to bidders.
3. Form of Proposal
4. Form of Bid Bond
5. Form of Contract
6. Form of Guarantee Bond
7. General Conditions of the Contract
8. Special Conditions of the Contract
9. Any and All Addenda to the Proposal

The parties to this contract understand that time of completion of the work under this contract is of the essence to the contract. The **CONTRACTOR** hereby agrees to commence work under these specifications and to complete the work within eighteen months of the date of execution of this contract, and on or before June 30, 2006.

The **CONTRACTOR** hereby agrees that liquidated damages in the amount of: \$200.00

shall be retained or assessed against the CONTRACTOR for each day and every day the completion of the work is delayed beyond the time specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the **DEPARTMENT** for salaries of engineers and reviewers, clerk hire, interest charged during the period for delays and loss of use.

It is understood that the **CONTRACTOR** consents to the jurisdiction of the courts of Iowa, to hear, determine and render judgment as to any controversy arising hereunder, and that this contract shall be governed by, and construed according to, the laws of the state of Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in the day and year first above mentioned.

FOR THE DEPARTMENT:

FOR THE CONTRACTOR:

Director

This contract was approved by the **ENVIRONMENTAL PROTECTION COMMISSION** at its meeting held on

(Date)

(Signature and Title)

(Firm)

(Address and Zip Code)

Seal if by a Corporation:

Identification Number

Soc. Sec. No.

Or Fed. I. D. No.

STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES

**FORM OF
PERFORMANCE BOND**

PROJ. NO. 05-222E-01

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____

of _____ as PRINCIPAL,

and _____

of _____ as SURETY(S),
are hereby held and firmly bound unto the state of Iowa in the penal sum of not less than:

_____ One million _____ Dollars \$ _____ 1,000,000 _____ for the payment, whereof, the said
PRINCIPAL and SURETY(S) bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the PRINCIPAL entered a certain contract,
hereto attached, and made a part, hereof, with the state of Iowa, acting by and through the Iowa Department
of Natural Resources, hereinafter called the DEPARTMENT,

dated _____ for the _____

at _____ in _____ County, Iowa.

NOW THEREFORE,

the conditions of this obligation are such that, if the PRINCIPAL shall faithfully perform the contract in
accordance with the plans, specifications and contract documents, and shall fully indemnify and save
harmless the state of Iowa from all cost and damage which the state of Iowa may suffer by reason of the
PRINCIPAL'S default or failure to do so and shall fully reimburse and repay the state of Iowa all outlay and
expense which the state of Iowa may incur in making good any such default, then this obligation shall be
null and void, otherwise it shall remain in full force and effect. In the event the PRINCIPAL is in default under
the contract as defined herein, the DEPARTMENT shall by written notice inform the PRINCIPAL that his
contract is in default. And may, at its option, without process or action at law:

1. Take over all or any portion of the work and complete it either by day labor or reletting the work. The
DEPARTMENT may retain all material, equipment and tools on the work, at a rental that it considers
reasonable, until the work has been completed.
2. Allow the surety to take over the work within fifteen (15) days and assume completion of said contract
and become entitled to the balance of the contract price.
Allow the PRINCIPAL to complete the work included in the contract.

As required by Chapter 573 of the Code of Iowa, 1985:

1. The PRINCIPAL SURETY(S) on this bond hereby agree to pay all persons, firms or corporations having
contracts directly with the PRINCIPAL or with subcontracts, all just claims due them for labor performed
or materials furnished, in the performance of the contract on account of which this bond is given, when
the same are not satisfied out of the portion of the contract price which the public corporation is required
to retain until completion of the public improvement, but the PRINCIPAL and SURETIES shall not be
liable to said persons, firms, or corporations unless the claim of said claimants against said portion of
the contract price shall have been established as provided by law.

2. Every Surety on this bond shall be deemed and held, and contract to the contrary notwithstanding, to consent without notice:

- a. To any extension of time to the contract in which to perform the contract.
- b. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and then only as to such excess increase.
- c. That no provision of this bond or of any other contract shall be valid which limits to less than one year from the time of the acceptance of the work, the right to sue on this bond for defects in workmanship or materials not discovered or known to the DEPARTMENT at the time such work was accepted.

IN WITNESS WHEREOF,
the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY

By _____

By _____

Countersigned by Resident Commission Agent as required by Chapter 515 of the Code of Iowa.
(Required only if Attorney-in-Fact is not also an Iowa Resident Commission Agent)

By

If a partnership all partners must sign.

This bond approved by the Iowa Department of Natural Resources this _____ day of _____, 20____

By _____

Director

In all instances in which the contractor intends to assign, sublet, or subcontract any portion of the work exceeding \$10,000, the Contractor shall provide a description of the work to be done by each subcontractor or assignee, the amount of each subcontract or the value of the work to be assigned and the identity of each subcontractor or assignee in the space provided below. The Contractor certifies that said subcontractors or assignees shall be utilized on this project as stated below, if acceptable to the Department. If the Contractor does not intend to utilize any subcontractors or assignees, or if each subcontract or assignment is less than \$10,000, the Contractor shall so indicate by stating "none" in the space provided below. The Contractor need not identify material suppliers or manufacturers who do not provide labor at the worksite.

DESCRIPTION OF WORK	\$ AMOUNT	SUBCONTRACTOR IDENTITY (name, address, including zip)

The bidder may attach additional sub-contractor information or descriptions, if necessary.

PART IV

EVALUATION SUBMITTAL FORMS

FORM A
END MARKETS AND FINAL DISPOSITION OF
PROCESSED MATERIAL

CONTRACTOR TECHNICAL AND QUALITY EVALUATION RESPONSE

Subject to the requirements of Section 13.01 of the RFP, the Bidder shall below state the end-markets for the processed waste tire materials that are proposed as the final disposition for all waste tire materials to be removed by the Bidder through this Proposal. Evidence of such markets shall be provided as referenced in Section 13.01. (maximum 20 points)

Key items for responses:

- end-market description
- contracts, purchases orders and quantities (actual only)
- approved, current beneficial use projects

(attach additional sheets or information as necessary)

FORM B
CONTRACTOR'S CLEANUP PLAN

CONTRACTOR TECHNICAL AND QUALITY EVALUATION RESPONSE

Subject to the requirements of Section 13.02 of the RFP, the Bidder shall below state the method, rational, and plan for the dismantling, removal, and processing of the waste tires at or off of the stockpile site, including the sequence of events (note timetable for processing on Form C). Describe type of equipment to be used and how the methods used and their efficiency. All responses shall be provided as referenced in Section 13.02(A). (maximum 20 points)

Key items for responses:

- bidder's most accurate estimate of the total number of waste tires on sites #1 and #2 with estimates provided in both passenger tire equivalents and in tons
- method for stockpile dismantling, loading, transport
- equipment to be used on-site
- method/equipment for processing on or off-site
- planned schedule of monthly progress (also see table on Form C)

(attach additional sheets or information as necessary)

FORM C
CONTRACTOR'S CLEANUP SCHEDULE

CONTRACTOR TECHNICAL AND QUALITY EVALUATION RESPONSE

Subject to the requirements of Section 13.02(B) of the RFP, the Bidder shall below describe the proposed schedule for tire removal or on-site processing in terms of number of tires or percentage of total to be removed on a monthly basis. The processor must make regular, monthly progress, but may provide varying removal of tonnages per month. The below table shall be used as a basis for this information, with additional information provided by the Bidder as needed.

The department may require the contractor to limit the amount of work completed monthly and may establish a minimum length of time for cleaning up the sites in an effort to balance contractor expenses with the rate of available incoming revenue available to the department to clean up the sites. It is the department's intention to complete the clean up as quickly as available funding makes clean up possible.

TONNAGE REMOVED and PROCESSED for a 30 DAY PERIOD	BY MONTH ENDING (no work may commence prior to (December 1, 2004)	TOTAL TONNAGE REMOVED	% of STOCKPILE CLEANED UP
	December 2004		
	January 2005		
	February 2005		
	March 2005		
	April 2005		
	May 2005		
	June 2005		
	July 2005		
	August 2005		
	September 2005		
	October 2005		
	November 2005		
	December 2005		
	January 2006		
	February 2006		
	March 2006		
	April 2006		
	May 2006		
	June 2006		

This table may be reproduced and added to as necessary to accommodate the proposed schedule.

FORM D
EXPERIENCE OF THE CONTRACTOR

CONTRACTOR TECHNICAL AND QUALITY EVALUATION RESPONSE

Subject to the requirements of Section 13.03 of the RFP, the Bidder shall below describe experience with previous waste tire cleanups, tire processing and disposal, and work of a similar nature. The Bidder shall provide responses regarding major contracts previously awarded, references available, and any previous contract terminations or defaults. All responses shall adequately address the requirements specified in Section 13.03 (20 points)

Key items for responses:

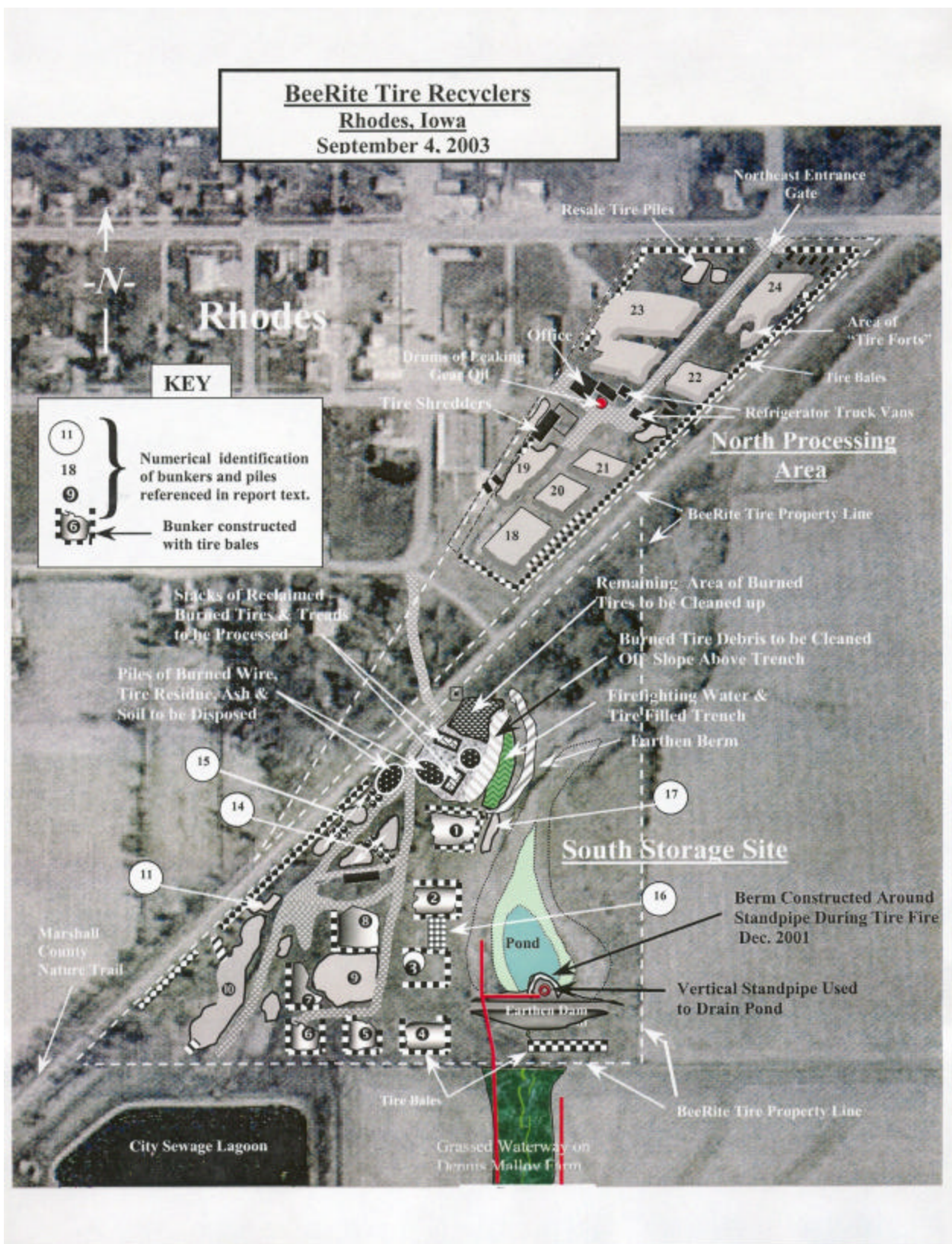
- related experience
- similar contracts
- references
- defaults, if any

(attach additional sheets or information as necessary)

PART V

ATTACHMENTS

AREA SITE MAP
SITE PHOTOGRAPHS
STOCKPILE DETAILS



Bee Rite Tire Recyclers
Rhodes, Iowa
September 4, 2003

Summary of September 4, 2003, site observations at Bee Rite Tire Disposal

South Storage Site

Burned Tire Pile Area: This area just south of the site entrance was the location of the tire cutting machine, surrounded with a large pile of cut tires before the fire on December 24, 2001.

On **January 10, 2002** the area of burned tire debris was approximately 20,000 square feet in size and in an irregular rectangle shape (see January 10 site plan). Burned and unburned cut tires and tire wire covered the area from 2 to 3 feet in depth. The large size of the burn area was the result of having to spread the burning tires out to extinguish the flames. An estimated 18,000 tires were in the burned area.

On **February 6, 2002** the area of tire debris remaining to be cleaned up was approximately 5 to 6,000 square feet on the far northeast end of the burn area (see February 6 site plan), and was estimated to contain between 4 to 5000 PTE's in the form of fire impacted cut tires and tire treads.. There are three piles of burned wire, rubber, ash and soil which have been separated out of the burn area. Laboratory analysis indicated low levels of hydrocarbons and metals which do not exceed state action levels. These piles may be disposed at the Marshall County Sanitary Landfill with approval of the landfill administration. Two rectangular stacks of reclaimed cut tires and tire treads are located in the cleaned up area of the burn site. These cut tires and treads exhibit minimal fire impact and are acceptable for processing into cut, shredded or crumb product.

On **May 13, 2003** the characteristics of the burned tire area, debris piles for disposal and piles of cut tires and tire treads acceptable for recycling, remains unchanged from the February 6, 2002 report.

Just below the burned tire area is a 160 ft. long trench, 35 ft. wide and approximately 20 ft. deep. This trench was excavated during the fire to help extinguish the burning tires by pushing the tires into the trench. This trench also helped contain the fire fighting water and liquid rubber from the pyrolysis of the tires. On February 6, 2002 the trench contained approximately 200,000 gallons of contaminated water. Laboratory analysis indicated the presence of detectable hydrocarbons at low levels which would allow the impacted water to be landfarmed at a state permitted site. Sampling results from May 13, 2003 revealed that concentrations of sampled parameters for Polyaromatic Hydrocarbons, and Petroleum Hydrocarbons were all below laboratory quantitation limits. Insects and other aquatic organisms were observed moving about in the trench water. The trench water analysis would allow it to be discharged to the nearby field pond on the Bee Rite property just south of the trench. Annual weeds, ragweed, smartweed, cocklebur, goldenrod, cattails and young poplar trees have overgrown the trench area to the extent that easy walking access to the trench is very restricted.

On **September 4, 2003**, a site visit was conducted to determine any changes in site conditions since the May 13, 2003 site inspection. It appeared that Bunker #3 had been emptied of the remaining contents as was reported on the May 13, 2003 inspection report. No other noticeable changes were noted in the South Storage Site.

All of the observations and tire counts provided below are estimates. The department does not guarantee the accuracy of these estimates. The Rhodes site will be available for inspection on Monday, October 18 at 9:30 AM.

South Processing & Storage Site Bee Rite Tire Disposal – Rhodes, Iowa

Location	Construction	Size (Sq. Ft.)	Contents	Depth	PTE
Bunker #1	3 sides of 173 tire bales	5,617	Cut Tires	8 ft.	14,518
Bunker #2	3 sides of 166 tire bales	4,452	Crumb	0	0
Bunker #3	3 sides of 159 tire bales	4,588	Cut Tires	10 ft.	12,607
Bunker #4	3 sides of 159 tire bales	4,514	Cut Tires	10 ft.	11,140
Bunker #6	3 sides of 135 tire bales	3,843	Cut Tires	10 ft.	10,616
Bunker #7	2 sides of 87 tire bales	3,040	Bead Rings	8 ft.	6,755
Bunker #8	2 sides of 70 tire bales	2,254	Crumb	10 ft.	6,442
Pile #9	Open Pile	6,003	Cut/Punched Sidewalls/Rings	7 ft.	12,260
Pile #10	Open Pile	16,800	Bead Rings	7 ft.	23,722
Pile #11	Stacked	-	Whole Tractor	-	150
Pile #12	Eliminated				
Pile #13	Eliminated				
Pile #14	Open Pile	6,600	Mixed Whole Tractor & Sidewalls	6 ft.	10,260
Pile #15	Open Pile	2,900	Whole Tires	6 ft.	4,480
Pile #16	Stacked	2,400	Whole Truck	12 ft.	3,266
Pile #17	Open Pile	2,088	Bead Rings	4 ft.	1,973

South Storage Site Totals

	<u>Jan. 10,2002</u>	<u>Feb. 6, 2002</u>	<u>May 13, 2003</u>	<u>Sept. 4, 2003</u>
Whole Tires	5,075	7,896	Same	Same
Processed Tires (PTEs)	165,377	126,028	119,757	118,257
Burn Pile PTEs	18,000	4 – 5000	Same	Same
Bales in Bunkers	1,029	1,111	2/6/02 bale count is based on actual bale count rather than linear measurements and extrapolation as done on the 1/10/02 inspection.	
Bales in Fence line	250	326	“	“
Bales in Loading Dock	50	50	Same	Same
Bales in Misc. locations	43	41	Same	Same
Total Number of Bales	1,371	1,528	Same	Same
Approximate # of PTEs in the above tire bales	137,200	152,800	Same	Same
TOTAL TIRES ON	325,652	290,724	290,724	290,724

SOUTH STORAGE SITE				
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All of the observations and tire counts provided below are estimates. The department does not guarantee the accuracy of these estimates. The Rhodes site will be available for inspection on Monday, October 18 at 9:30 AM.

North Processing & Storage Site Bee Rite Tire Disposal – Rhodes, Iowa

The facility office is located in the central portion of this site and the following activities took place in this area: tire sorting, bead ring removal, de-rimming of whole tires, cutting, and shredding. Equipment is also parked in this location. Whole tires, bead rings and stacks of bales are stored on this site. Tires for resale are also stored near the northeast entrance gate.

<u>Location</u>	<u>Construction</u>	<u>Size (Sq. Ft.)</u>	<u>Contents</u>	<u>Depth</u>	<u>PTE</u>
Pile #18	728 Stacked Bales	3,800	Whole Tires	10 ft.	72,800
Pile #19	Open Pile	3,080	Whole Treads	10 ft.	3,560
Pile #20	576 Stacked Bales	2,880	Whole Tires	10 ft.	57,600
Pile #21	288 Stacked Bales	1,600	Whole Tires	10 ft.	28,800
Pile #22	547 Stacked Bales	2,704	Whole Tires	10 ft.	54,700
Pile #23	Open Pile	14,000	Cut Treads	8 ft.	30,000
Pile #24	Open Pile	6,500	Mixed Whole Tires/Sidewalls	8 ft.	12,545
Various small stacks of resale tires	Barrel Stacks		Whole Tires	8 ft.	300
Various small piles	Open Pile	2,000	Whole Tires		4,944

North Storage Site Totals

	<u>Jan. 10, 2002</u>	<u>Feb. 6, 2002</u>	<u>May 13, 2003</u>	<u>Sept. 4, 2003</u>
Whole Tires	4,076	4,944	Same	Same
Whole Resale Tires	1,469	300	Same	Same
Processed Tires (PTEs)	86,708	60,703	46,105	44,605
Bales in Stacks	3,008	2,139	Same	Same
Bales in Fence line	1,132	941	Same	Same
Bales in Road bed	500	450	Same	Same
Bales of Wire	120	120	Same	Same
Total Number of Bales	4,760	3,650	Same	Same
Approximate # of PTEs in the above tire bales	464,000	353,000	Same	Same

TOTAL TIRES ON NORTH STORAGE SITE	556,253	418,947	418,947	418,947

Pictures of Bee Rite Tires Disposal in State Center



Submit bids to:

**Jeff Geerts
Energy and Waste Management Bureau
Iowa Department of Natural Resources
502 E Ninth St
Des Moines, Iowa 50319-0034**

**IOWA DEPARTMENT OF NATURAL
RESOURCES
ENERGY AND WASTE MANAGEMENT
BUREAU**



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